

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

HAROLD LIFF,
Plaintiff

v.

LIBERTY MUTUAL INSURANCE
COMPANY, a/k/a LIBERTY LIFE
ASSURANCE COMPANY OF
BOSTON, THE AMERISOURCE
BERGEN CORPORATION LONG
TERM DISABILITY PLAN and
AMERISOURCE BERGEN
CORPORATION, a/k/a
AMERISOURCE BERGEN DRUG
CORPORATION,
Defendants

CIVIL ACTION NO. 05-11672 WGY

**ANSWER OF DEFENDANT THE AMERISOURCEBERGEN
CORPORATION LONG TERM DISABILITY PLAN**

Defendant The AmerisourceBergen Corporation Long Term Disability Plan (“the Plan”) answers the allegations of the Complaint as follows:

INTRODUCTION

1 – 3. The Plan makes no response to the three “Introduction” paragraphs of the Complaint as they are merely a general description or summary of plaintiff’s claim, or conclusions of law, and as to which no response is required. To the extent that these paragraphs contain any allegations of fact to which a response is required, the allegations

are denied.

JURISDICTION

4. This paragraph contains no allegations of fact but only a conclusion of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

PARTIES

5. The Plan admits the allegations contained in the first sentence of this paragraph on information and belief. The second and third sentences of this paragraph contain no allegations of fact but only conclusions of law to which no response is required. To the extent that these sentences contain any allegations of fact, they are denied.

6. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

7. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

8. The Plan admits that Liberty Life Assurance Company of Boston ("Liberty Life") issued a Group Disability Income Policy to AmerisourceBergen Corporation, which policy is numbered GF3-830-004041-01 and which had an effective date of July 1, 2002. The Plan denies the remaining allegations of this paragraph.

9. The Plan admits the allegations contained in the first sentence of this paragraph. The Plan admits the allegations contained in the second sentence of this paragraph, except that it denies that AmerisourceBergen is the administrator of the Plan

and says that AmerisourceBergen is the Sponsor of the Group Disability Income Policy issued by Liberty Life.

10. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

STATEMENT OF FACTS

11. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

12. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

13. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

14. The Plan denies the allegations contained in this paragraph.

15. The Plan denies the allegations contained in this paragraph. And answering further, the Plan says that the terms and conditions of the Liberty Life Group Disability Income Policy speak for themselves.

16. The Plan admits that the Group Disability Income Policy issued by Liberty Life to AmerisourceBergen Corporation provides benefits when an insured person becomes totally disabled. And answering further, the Plan says that the terms and conditions of the Liberty Life Group Disability Income Policy speak for themselves.

17. The Plan admits that the Group Disability Income Policy issued by Liberty Life to AmerisourceBergen Corporation contains various terms and conditions, all of which speak for themselves.

18. The Plan admits that the Group Disability Income Policy issued by Liberty Life to AmerisourceBergen Corporation contains various terms and conditions, all of which speak for themselves.

19. The Plan admits that the Group Disability Income Policy issued by Liberty Life to AmerisourceBergen Corporation contains various terms and conditions, all of which speak for themselves.

20. The Plan admits that the Group Disability Income Policy issued by Liberty Life to AmerisourceBergen Corporation contains various terms and conditions, all of which speak for themselves.

21. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

Mr. Liff's Claim for LTD Benefits

22. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

Mr. Liff's Application for LTD Benefits

23. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

24. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

25. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

26. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

27. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

28. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

29. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

30. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

Mr. Liff's Appeal of Liberty's Denial of His Benefits

31. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

32. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

33. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

34. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

35. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

Liberty Upheld the Prior Denial

36. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

37. The Plan lacks knowledge or information sufficient to form a belief as to

the truth of the allegations contained in this paragraph.

38. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

39. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

40. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

41. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

42. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

43. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

44. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

45. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

46. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

47. The Plan denies the allegations contained in this paragraph.

48. The Plan denies the allegations contained in this paragraph.

49. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

50. The Plan denies the allegations contained in this paragraph.

51. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

**FIRST CAUSE OF ACTION
(Enforcement of Terms of Plan
Action for Unpaid Benefits)
(ALL DEFENDANTS)**

52. The Plan repeats and incorporates herein by reference all of its foregoing responses to the above-numbered paragraphs of the Complaint.

53. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

54. The Plan lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

55. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

56. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

57. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

58. The Plan denies the allegations contained in this paragraph.

59. The Plan denies the allegations contained in this paragraph.

SECOND CAUSE OF ACTION
(Equitable Relief as to Defendant AmerisourceBergen)

60. The Plan repeats and incorporates herein by reference all of its foregoing responses to the above-numbered paragraphs of the Complaint.

61. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

62. The Plan denies the allegations contained in this paragraph.

63. This paragraph contains no allegations of fact but only a statement of the relief that plaintiff is seeking to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

THIRD CAUSE OF ACTION
(Attorneys' Fees and Costs)
(ALL DEFENDANTS)

64. The Plan repeats and incorporates herein by reference all of its foregoing responses to the above-numbered paragraphs of the Complaint.

65. This paragraph contains no allegations of fact but only conclusions of law to which no response is required. To the extent that this paragraph contains any allegations of fact, they are denied.

66. The Plan denies the allegations contained in this paragraph.

67. The Plan denies the allegations contained in this paragraph.

68. The Plan denies the allegations contained in this paragraph.

69. The Plan denies the allegations contained in this paragraph.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted as against The Plan.

SECOND DEFENSE

To the extent that plaintiff is entitled to any relief in the form of disability benefits, the payment of those benefits are due in accordance with the terms and conditions of the Liberty Life Group Disability Income Policy issued to AmerisourceBergen Corporation and the Plan is not otherwise responsible for the payment of such benefits.

THIRD DEFENSE

The equitable relief that plaintiff seeks in the Second Cause of Action does not come within the scope of “other appropriate equitable relief” as provided for in 29 U.S.C. §1132 (a) (3)(B).

FOURTH DEFENSE

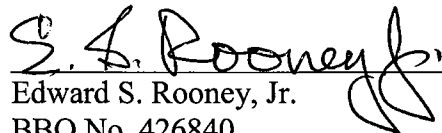
Plaintiff has released the Plan from any and all claims for benefits or compensation arising out of or relating to his employment or to the termination of his employment.

WHEREFORE, The AmerisourceBergen Corporation Long Term Disability Plan prays that:

1. The Complaint be dismissed in its entirety;
2. The Court award the Plan its costs and attorneys’ fees; and
3. The Court award such other and further relief as it deems just and proper.

THE AMERISOURCE BERGEN
CORPORATION LONG TERM
DISABILITY PLAN

By its attorneys,


Edward S. Rooney, Jr.

BBO No. 426840

ECKERT SEAMANS CHERIN &
MELLOTT, LLC

One International Place, 18th Floor
Boston, MA 02110
(617) 342-6800

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party by regular mail, postage prepaid, this 27th day of October, 2005.


Edward S. Rooney, Jr.